## **INVITATION TO BID**

# ITB #25-01 FACILITIES LAWN MOWING SERVICES FOR DELAWARE COUNTY



CONTRACTING AUTHORITY:

## **DELAWARE COUNTY BOARD OF COMMISSIONERS**

JEFF BENTON BARB LEWIS GARY MERRELL

PROJECT MANAGER:

### **DELAWARE COUNTY FACILITIES MANAGEMENT**

1610 State Route 521 Delaware, Ohio 43015 Phone: (740) 833-2280

## PUBLIC NOTICE INVITATION TO BID ITB #25-01 – FACILITIES LAWN MOWING SERVICES

Sealed bids for Facilities Lawn Mowing Services for Delaware County will be received by the Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015, until 10:00 AM on Monday, March 31, 2025, at which time they will be publicly opened and read.

Notice to Bidders is posted on the internet and may be viewed on Delaware County's web site at <a href="https://co.delaware.oh.us/">https://co.delaware.oh.us/</a> under the heading "Public Notices and Bids."

Each bid must contain the full name of every person or company interested in same, and be accompanied by a bond or certified check in the amount of \$500.00 made payable to Delaware County, Ohio. Contract specifications may be obtained online or by contacting the Delaware County Facilities Management Office at (740) 833-2280, email <a href="mailto:jmelvin@co.delaware.oh.us">jmelvin@co.delaware.oh.us</a>, or in person at 1610 State Route 521, Delaware, Ohio during normal business hours.

Bids shall be submitted in a sealed envelope marked "Sealed Bid for Lawn Mowing Services." Any bid submitted to Delaware County, Ohio shall be prepared at the submitter's expense. Delaware County reserves the right to reject any and all bids, in whole or in part, and the right to waive any immaterial defect in a bid. Acceptance of a bid shall not constitute an agreement between the bidder and Delaware County. Delaware County shall have no liability whatsoever to any offeror whose bid is not accepted. If an award is made, it shall be to the lowest and best bidder as determined by the Board of Commissioners.

<End of Advertisement>

#### **GENERAL INSTRUCTIONS TO BIDDERS**

- 1. **Legal Framework:** This Invitation to Bid (ITB) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All bids submitted in response to this ITB shall comply with Ohio law. The laws of the State of Ohio will govern any disputes arising under this ITB and subsequent contract.
- 2. Receipt and Opening of Bids: The Delaware County Board of Commissioners will receive proposals at 91 N. Sandusky Street, Delaware, Ohio. All portions of the proposal must be appropriately filled in. Bids will be received until Monday, March 31, 2025, 2:00 PM EST at which time they shall be publicly received, opened and read aloud. The Board of Commissioners may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.
- 3. Bid Bond Requirements: Section 307.88 of the Ohio Revised Code governs the requirements of bid bonds. A bid bond or a certified check, cashier's check, or money order on a solvent bank or savings and loan association (any other form of bond, including Company or Personal Checks shall be rejected and the bid will be disqualified) in the amount of Five Hundred dollars (\$500.00) payable to Delaware County Board of Commissioners shall accompany each bid as a guarantee that, if a bid is accepted, a contract shall be entered into and its performance properly secured. Said bid security must be included with each bid or the bid will be disqualified. Said bid security will be returned to all successful and unsuccessful bidders within thirty (30) days of contract execution unless otherwise notified.
- **4. Submission Guidelines for Bids:** By submitting a bid, the bidder will be held accountable to know the specifications and conditions under which the resulting contract will be accomplished. This includes the contents of all bid documents, regulations, and applicable laws.

Any bid submitted to Delaware County is to be prepared at the bidder's expense. Acceptance of a bid shall not constitute an agreement between the bidder and Delaware County. Delaware County shall have no liability whatsoever to any bidder whose bid is not accepted.

**5.** Addenda and Interpretations: No official interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

During the bid process, contractors may be furnished certain amendments covering additions or deletions to the ITB documents. Amendments will be included in the scope of work and will become a part of contract documents.

Amendments may be issued up to seventy-two (72) hours preceding the bid opening date, excluding weekends and holidays. Delaware County reserves the right to postpone the bid opening for its convenience.

Any prospective bidder desiring an explanation or interpretation of the ITB or specifications must request it in writing to Director of Facilities, Delaware County Facilities, 1610 State Route 521, Delaware, Ohio 43015 and to be given consideration, must be received at least five (5) business days prior to the date fixed for the bid opening. Any information given a prospective contractor concerning the ITB will be furnished promptly to all other prospective contractors as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective contractors.

- **6. Bidder's Signature:** The firm, corporate or individual name of the bidder must be completed in the signature portion of the proposal. In the case of a corporation, the title of the bidder signing must be stated and such bidder must be thereunto duly authorized. In the case of the partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm." In the case of an individual, use the terms "doing business as" or "sole owner." The bidder shall further state in its proposal the name and address of each person or corporation interested therein.
- **7. Rejection:** Ohio Revised Code sections 307.90 and 307.91 permits the County to reject all bids, waive technicalities, and to amend the original estimate and to advertise for new bids on the required items, products, or services. Delaware County Board of Commissioners reserves the right to reject any or all of the bids on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim or cause of action by any unsuccessful contractor against Delaware County Board of Commissioners.

**8. Bid Evaluation Criteria and Award:** This bid will be awarded, if at all, to the lowest and best bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. Bids are typically evaluated within 60 days.

Factors that may determine the lowest and best bid include, but are not limited to:

- Price
- Quality of the bidder's product or services.
- Capability of the bidder to perform the contract.
- References (If required).
- Bid responsiveness to overall specifications.
- Corporate history, make-up, and financial condition.
- Project staffing.
- Other essential factors, depending on the type of work, as determined by the County.
- **9. Property Taxes:** A completed, notarized affidavit regarding delinquent personal property taxes in Ohio is required to be completed before a contract is awarded. A blank copy is included with the bid package.
- 10. Unresolved Findings for Recovery: Per Ohio Revised Code Section 9.24 (A) No political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person against whom a finding for recovery has been issued by the auditor of state, if the finding for recovery is unresolved. Before awarding a contract for goods, services, or construction, paid for in whole or in part with state funds, a state agency or political subdivision shall verify that the person to whom the state agency or political subdivision plans to award the contract does not appear in the database described in division (D) of section 9.24. Unresolved finding for recovery may result in the rejection of a bid.
- **11. Equal Opportunity:** The contract shall contain provisions similar to those required by Section 153.59 of the Ohio Revised Code which state in part:

That in the hiring of employees for the performance of work under the contract or any subcontract no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, shall, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the contract relates.

That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, creed sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.

- 12. Public Record and Treatment of Confidential and Proprietary Information: Once bids are opened, they are public records as defined in ORC §149.43 and are subject to all laws appurtenant thereto. All materials in the bid will become the property of Delaware County and may be returned only at Delaware County's discretion. Bid documents/materials submitted to Delaware County are public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to ORC §149.43. Any portion of the bid to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in ORC §149.43, as determined in Delaware County's sole discretion.
- 13. Cooperative Purchasing: Per Ohio Revised Code section 9.48, a political subdivision may permit one or more other political subdivisions to participate in contracts into which it has entered for the acquisition of equipment, materials, supplies, or services. Contractors may receive purchase orders from other political subdivisions from a contract awarded pursuant to this bid. Contractors shall deal directly with the ordering political subdivision. Invoices shall be sent to the ordering political subdivision and not to Delaware County. The Contractor will look solely to the Political Subdivision's performance, including but not limited to payment, and will hold Delaware County harmless with regard to such orders and the Political Subdivision's performance. But Delaware County will have the right to terminate any contract and seek such remedies on termination should the Contractor fail to honor its obligations under an order from a Political Subdivision.

#### **BID SPECIFICATIONS**

#### ITB #20-01 - FACILITIES LAWN MOWING SERVICES

The Delaware County Commissioners Office will receive bids for Delaware County Facilities Lawn Mowing Services. The specifications, requirements and expectations for the bid award are as follows (all are minimum):

- A. Delaware County is seeking a contractor to enter into a fixed fee two (2) year contract, renewable if agreed upon by both parties for three (3) additional one (1) year periods. The intent of the bid is to award one contract for all locations. Not bidding on all locations will be a determining factor in the bid evaluations.
- B. Finish mowing and trimming to be maintained as needed with approximately 28 mows on a weekly schedule from April to November. Turf to be precision cut to height of 3-4". All areas are non-irrigated. The estimated frequency for brush mowing ("Bush Hog") for the listed locations is to 3 times per season. The frequency will be adjusted as necessary due to the weather conditions and as directed by the Project Manager.
- C. Services to include weedeating edges and curbs as well as blowing areas clean. Power edging sidewalks and driveways minimum once monthly. Turf to be bagged when necessary to maintain a clean and neat appearance.
- D. Finish mowing to include the following locations. See Exhibit A for further site information.
  - 1. Downtown Campus, Delaware, OH 43015:
    - a. Historic Courthouse, 91 N Sandusky St.
    - b. Carnegie Building, 101 N Sandusky St.
    - c. Public Defenders Office, 109 N Sandusky St.
    - d. Wolf Building 149 N Sandusky St.
    - e. Courthouse, 117 N Union St
    - f. Hayes Building, 145 N Union Street
  - 2. Former Maintenance Shops, 1251-1405 US Highway 23 N, Delaware, OH 43015
  - 3. Willis Building, 2079 US Highway 23 N, Delaware, OH 43015
  - 4. Jail and Shooting Range, 844 US Rt. 42 N, Delaware, OH 43015
  - 5. Sheriff's Training Facility, 4981 County Home Rd., Delaware, OH
  - 6. Dog Shelter: 4781 County Home Rd., Delaware, OH
  - 7. EMS Station #1: 909 US Highway 23 N, Delaware, OH 43015
  - 8. EMS Station #2: 283 W. Granville Rd Sunbury, OH 43074
  - 9. EMS Station #3 6226 3rd St., Lewis Center
  - 10. EMS Station #5: 245 W. High St., Ashley, OH 43003
  - 11. EMS Station #8: 6457 Marysville Rd., Ostrander, OH 43061
  - 12. EMS Station #9: 13961 Woodtown Rd., Galena, OH 43021
  - "Bush hog" mowing is to be performed at the following locations.
  - 13. EMS Station #8: 6457 Marysville Rd., Ostrander, OH 43061
  - 14. Africa Rd & St Rt 36/37 Corner Lot (includes ditches), Galena, OH 43021

The following location is a bid alternate and may or may not be included in the bid award.

15. Byxbe Campus, 1610-1776 State Route 521, Delaware, OH 43015

- E. The Jail location includes inside of the security fence. The Contractor's employees working at the Jail must submit for a background check by the Jail and be pre-approved to work at the site.
- F. It is each bidder's responsibility to visit each site and estimate the total area of lawn to be covered under this bid. By submitting a bid, the bidder implies they have done so.
- G. All bidders shall list at least three (3) references for lawn care experience.
- H. The Contractor shall provide proof of general liability insurance and proof of Worker's Compensation Coverage.
- I. The Contractor is responsible for securing all materials/items while in their possession.
- J. Contractor is to invoice the County monthly for services provided. The County shall pay the contractor within thirty (30) days after receipt of an invoice.
- K. Delaware County will award contract based on the lowest price and best quality of services for the County based on all terms bid and references provided.
- L. The contractor must notify the County 60 days prior to the expiration of any term of any cost increases for the renewal period.

## DELAWARE COUNTY FACILITIES MANAGEMENT BID FORM

	Notice and instructions to offerors proposes to provide Delaware County e unit price indicated, and in accordance with the bid documents.
The following Documents are attached	to this Bid Form:
<ul><li>Bid Bond or Certified Chec Commissioner.</li><li>Non-Collusion Affidavit</li></ul>	or company interested in the proposal/contract.  ck in the amount of \$500 made payable to Board of Delaware County  ersonal Property Tax Affidavit.
	d aloud, on: Monday, March 31, 2025 at 2:00pm at the Delaware County sky St, Delaware, Ohio, 3015. No Bids will be received, opened, and/or
Any and all addenda issued must be lis of your bid.	ted, failure to acknowledge receipt of an addendum may result in the rejection
Addendum No.	Date Received
	BIDDER INFORMATION
Company Name:	
Address:	
Contact person for any que	stions and contract processing:
Name:	
Title:	
Email:	
Telephone:	

## **REFERENCES**

List at least three (3) professional references.

Company/Business:		
Address:		
<u>-</u>		
Contact Person/Title:		
Telephone:		
Provided services from:	to:	
Services provided:		
<u>-</u>		
_		
Company/Rusiness		
Address.		
Contact Person/Title:		
-		
Services provided.		
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<del>-</del>		
Company/Rusiness		
Address.		
Contact Person/Title:		
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services provided.		
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	Address:  Contact Person/Title: Telephone: Provided services from: Services provided:  Company/Business: Address: Contact Person/Title: Telephone: Provided services from: Services provided:  Company/Business: Address: Company/Business: Address: Provided services from: Telephone: Provided services from: Provided services from: Provided services from:	Contact Person/Title: Telephone: Provided services from: Services provided:  Company/Business: Address:  Contact Person/Title: Telephone: Provided services from: Services provided:  Company/Business: Address:  Contact Person/Title: Telephone: Provided services from: Services provided:  Company/Business: Address:  Contact Person/Title: Telephone: Provided services from:  Telephone: Provided services from:

## **BID FORM**

## FACILITIES LAWN MOWING SERVICES

Finish mowing to include the following locations. See Exhibit A for further site information.

1. Downtown Campus	\$	per mowing
2. Former Maintenance Shops	\$	per mowing
3. Willis Building	\$	per mowing
4. Jail and Shooting Range	\$	per mowing
5. Sheriff's Training Facility	\$	per mowing
6. Dog Shelter	\$	per mowing
7. EMS Station #1	\$	per mowing
8. EMS Station #2	\$	per mowing
9. EMS Station #3	\$	per mowing
10. EMS Station #5	\$	per mowing
11. EMS Station #8	\$	per mowing
12. EMS Station #9	\$	per mowing
	Total: \$	
"Bush hog" mowing is to be performed at the follow	ing locations.	
13. EMS Station #8 Field	\$	per mowing
14. Africa Rd & St Rt 36/37 Corner Lot	\$	per mowing
	Total: \$	
Bid Alternate 1		
15. Byxbe Campus	\$	per mowing

## **RESPONSIBLE BIDDER INFORMATION**

How many years has th	ne company been in operation?	
Number of employees?	)	
List of equipment to be	e used to service this contract:	
SIGNATURE LINE	Must be completed in full for all bids.	
The undersigned has careful Facilities Lawn Mowing So	ully read all documents and is submitting to Delaware County this ervices.	bid for
By (Signature)		
Print Name		
Date		
Company		
Address		

## NON-COLLUSION AFFIDAVIT

STATE OF	}		
COUNTY OF	} SS: }		
	being first d	duly sworn, deposes and says that he/she i	s
(presi	ident, secretary, sole ov	wner, etc.) of:	
connived or agreed, directly or indirect that such other person shall refrain fr indirectly sought by agreement or coll price of affiant or any other offeror, or other offeror, or to secure any advantag in the proposed contract; and that all s	etly, with any other off om submitting a propo- usion, or communication fix any overhead, prof- ge against the County of tatements contained in y submitted this prop	hat said offeror has not colluded, conspir feror or person, to put in a sham proposal losal, and has not in any manner, directly ion or conference, with any person, to fix fit or cost element of said price, or that of of Delaware or any person or persons interest in said proposal are true; and further, that s posal, or the contents thereof, or divul- ny member or agent thereof.	, or y or the any sted uch
		Affiant	
Sworn	n to before me and subs	escribed in my presence by the above name	ed
persor	n this day of	20	
	NOTARY P	PUBLIC:	
	My Commis	ssion Expires:	

## PERSONAL PROPERTY & REAL ESTATE TAX AFFIDAVIT

STATE OF	
COUNTY OF	} SS: _ }
	being first duly sworn, deposes and says that he/she is (president,
	the party making the proposal, with
	and as its duly authorized representative
states that effective this _ day of	,20 (date of submission of the proposal) the (Name
of Vendor)	
personal property in Delawar	ent personal property or real estate taxes on the general list of real and e County, Ohio, or any other counties containing property in the taxing of the Auditor of Delaware County, Ohio.
and personal property in De taxing districts under the jur	rsonal property taxes and/or real estate taxes on the general list of real aware County, Ohio, or any other counties containing property in the sdiction of the Auditor of Delaware County, Ohio. The County and hal property taxes is listed below and includes total amount and any
County:	Amount:
	Affiant
Sv	orn to before me and subscribed in my presence by the above named
pe	son this, 20
	NOTARY PUBLIC:
	My Commission Expires:

#### SAMPLE CONTRACT

#### SERVICES AGREEMENT

This Agreement is made and entered into on	, by and between the Delaware
County Board of Commissioners, Delaware County, Ohio, 91	North Sandusky Street, Delaware, Ohio 43015
("County"), and Click here to enter text. ("Contractor"), herein	nafter collectively referred to as the "Parties."

#### 1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor shall provide lawn care mowing services at various County facilities (the "Services"). The Services shall include: Click here to enter text.
- 1.2 The Services shall be rendered by the Contractor in accordance with the County's ITB #25-01 and Contractor's Bid submitted in response thereto and opened on March 31, 2025 (hereinafter referred to as the "Proposal"), both of which are attached hereto and, by this reference, incorporated herein.
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 5, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

#### 2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities (the "Director") as the agent of the County for this Agreement.
- 2.2 The Director shall have authority to review changes to, and order commencement or suspension of, the Services performed under this Agreement.

#### 3 AGREEMENT AND MODIFICATIONS

3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

#### 4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal.
- 4.2 Total compensation under this Agreement shall not exceed <u>Insert "total contract amount"</u> without subsequent modification of this Agreement in accordance with Section 3.1.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

#### 5 PAYMENT

- 5.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor in accordance with the Proposal.
- 5.2 Invoices shall be submitted to the Director by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The Director may require additional documentation to substantiate said invoices, and the Contractor shall promptly submit documentation as requested to substantiate said invoices.

5.3 The County shall pay invoices within thirty (30) days of receipt.

#### 6 COMMENCEMENT, COMPLETION, DELAYS AND EXTENSIONS

- 6.1 The Contractor shall commence Services upon the order of the Director and shall complete the Services promptly, in a workmanlike manner, and in accordance with the Proposal.
- 6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

#### 7 SUSPENSION OR TERMINATION OF AGREEMENT

- 7.1 The County may, upon providing written notice to the Contractor, suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 7.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

#### 8 INDEMNIFICATION

8.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

#### 9 INSURANCE

- 9.1 <u>General Liability Coverage</u>: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.2 <u>Automobile Liability Coverage</u>: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.3 <u>Workers' Compensation Coverage</u>: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 9.4 <u>Additional Insureds</u>: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 9.1 and 9.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 9.5 <u>Proof of Insurance</u>: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

#### 10 MISCELLANEOUS TERMS AND CONDITIONS

- 10.1 <u>Prohibited Interests</u>: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 10.2 <u>Independent Contractor</u>: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.
- 10.3 <u>Governing Law</u>: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 10.4 <u>Headings</u>: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 10.5 <u>Waivers</u>: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 10.6 <u>Severability</u>: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 10.7 <u>Findings for Recovery</u>: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 10.8 <u>Authority to Sign</u>: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 10.9 <u>County Policies</u>: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at

https://humanresources.co.delaware.oh.us/policies/. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

- 10.10 <u>Drug-Free Workplace</u>: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

(The remainder of this page is left intentionally blank.)

## Exhibit A - Arial Site Maps

## Finish mowing to include the following locations:

- 1. Downtown Campus, Delaware, OH 43015:
  - a. Historic Courthouse, 91 N Sandusky St.



- b. Carnegie Building, 101 N Sandusky St.
- c. Public Defenders Office, 109 N Sandusky St.



d. Wolf Building 149 N Sandusky St.



- e. Courthouse, 117 N Union St
- f. Hayes Building, 145 N Union Street



2. Former Maintenance Shops, 1251-1405 US Highway N Delaware, OH 43015



3. Willis Building, 2079 US Highway 23 N Delaware, OH 43015



4. Jail & Shooting Range, 844 US Rt. 42 N Delaware, OH 43015



5. Sheriff's Training Facility, 4981 County Home Rd Delaware, OH



6. Dog Shelter: 4781 County Home Rd Delaware, OH



7. EMS Station #1: 909 US Highway 23 N Delaware, OH 43015



8. EMS Station #2: 283 W. Granville Rd Sunbury, OH 43074



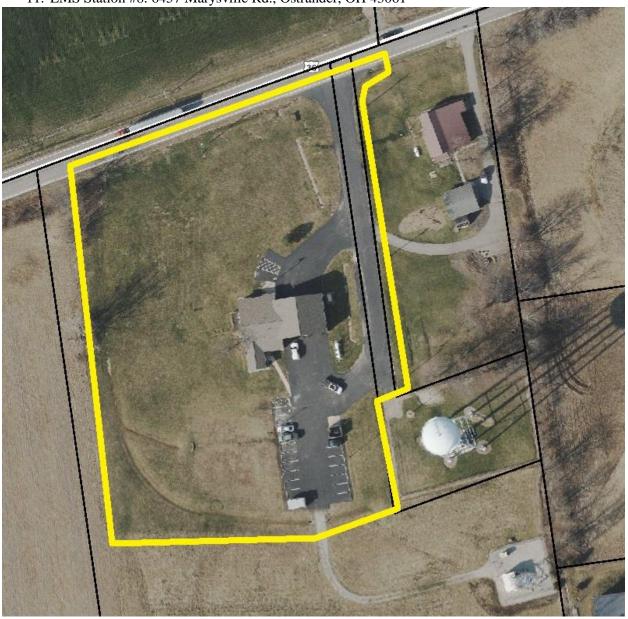
## 9. EMS Station #3 6226 3rd St Lewis Center



10. EMS Station #5: 245 W. High St Ashley, OH 43003



11. EMS Station #8: 6457 Marysville Rd., Ostrander, OH 43061



12. EMS Station #9: 13961 Woodtown Rd. Galena, OH 43021



## Brush moving is to be performed at the following locations.

13. EMS Station #8: 6457 Marysville Rd., Ostrander, OH 43061



## 14. Corner lot (includes ditches) at Africa Rd & St Rt 36/37 Galena, OH 43021



## **Bid Alternate 1**

15. Byxbe Campus, 1610-1776 State Route 521, Delaware, OH 43015

